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UTAZÁS 2010
33rd International Tourism Exhibition
4 – 7 March 2010
HUNGEXPO Budapest Fair Center

APPLICATION FORM

Deadline of pre-application: 16 October 2009

1. Classification of the CONTRACTING PARTY:

- ☐ **Exhibitor** (takes part in the exhibition on his own stand/part stand)
☐ **Collective exhibitor** (organizes the participation of a nation/county or an association/chamber)
☐ **Organiser** (Does not take part in the exhibition, but he is the addressee of all the invoices)

2. Details of the CONTRACTING PARTY on the exhibition:

Company name: _____
 Bank account number: _____
 Address of invoice: _____
 Letters: _____
 E-mail: _____ Web: _____
 Name of managing director: _____ Position: _____
 Phone: _____ Fax: _____
 Contact person: _____ Position: _____
 Phone: _____ Fax: _____
 E-mail: _____ Mobile phone: _____

3. We take part in the exhibition in the following product groups:

(please use the codes given in the list of product groups):

Line of Activity: □.□□; □.□□; □.□□ **Topic:** □.□□; □.□□; □.□□ **Sector:** □.□□; □.□□; □.□□

4. Registration fee for exhibitors:

- **for Exhibitor: 175 EUR + VAT** (The registration fee includes: registration in the visitor information system, 5 visitor invitation cards exchanged for entry tickets, registration of the company name in the website of the exhibition, link to the exhibitor's homepage, catalogue basic entry with 1 company logo-colour)

- **for Co-exhibitor: 60 EUR + VAT/co-exhibitors** (The registration fee includes: registration in the visitor information system, 2 Exhibitor's pass, registration of the company name in the website of the exhibition, link to the exhibitor's homepage, catalogue basic entry with 1 company logo-colour)

5. Space requirements, space rental fees: (The prices do not include VAT!)

Required area: _____sqm **Type of stand:** _____ **Front x depth:** _____

Type of stand		up to 25 sq m	26-50 sq m	51-100 sq m	101-200 sq m	Over 201 sq m
Row stand	EUR/ sq m	85	80			
Corner stand	EUR/ sq m	108	101	96		
Head stand	EUR/ sq m		113	106	101	
Island stand	EUR/ sq m			115	113	101

**On applications received until 16 October 2009
 you are granted 5 % discount on the space rental fee!**

6. Stand constructor

- ☐ **HUNGEXPO shell scheme stand:** Please place your order on the Shell Scheme Stand or Block Stand Order Form
☐ **HUNGEXPO according to special plan:** please send an offer!
☐ **Self construction**

Stand construction can only be started if the registration fee, the rental fee and price of the shell scheme are fully paid! The undersigned acknowledges the General Terms and Conditions. Organisers will meet space requirements according to the possibilities!

Date: _____ **Legally binding signature:** _____

General Business Terms and Conditions

Signing the Application Form signifies accepting the General Business Terms and Conditions

1. Conclusion of contract

1.1. Contracting parties

For the purposes of these General Terms and Conditions, Hungexpo Vásár és Reklám Zrt. shall be considered as contracting parties. (registered office: 10 Albertirai út, Budapest H-1101, company registration No.: Cg.:01-10-041503, hereinafter referred to as **"HUNGEXPO"**) and the partner (hereinafter **"Partner"**) who completes and properly signs the relevant application form (hereinafter **"Application Form"**) for the exhibition organised by Hungexpo on the territory of Hungexpo (hereinafter **"Exhibition"**).

1.2 Invitation to tender

For the purposes of concluding this contract (hereinafter: **"Contract"**) the act of sending or downloading the following documents from the website www.hungexpo.hu shall be considered as a tender invitation by HUNGEXPO: Application Form, General Terms and Conditions of Business – hereinafter General Conditions.

1.3. Conclusion of contract

This Contract is considered concluded between the Parties by return of a copy of the Application Form properly signed by the Contracting Parties (on behalf of their companies) to HUNGEXPO (hereinafter: "Contract Conclusion"). Simultaneously, the Contracting Party declares that it has been familiarised with and accepted these Business Terms, which constitute an inseparable part of this Contract.

1.4. Registraion Fee

Following receipt of the Application Form, HUNGEXPO shall send an invoice of the registration fee (hereinafter: **"Registration Fee"**) to the Contracting Party. Subsequently, the Contracting Party shall pay the Registration Fee to HUNGEXPO's account. If the Registration Fee is not credited to HUNGEXPO's account by the deadline specified in the relevant invoice, HUNGEXPO shall be entitled to waive the Contract by a unilateral written statement addressed to the Contracting Party and claim penalty as per Section 9.2 hereof.

1.5 Designation of the area

UNGEXPO shall designate the Exhibition area (hereinafter **"Exhibition Area"**) for the Contracting Party after the complete amount of the Registration Fee has been credited to its account. HUNGEXPO may decide on the designation of the Exhibition Area and is not required to give reasons. The decision shall be sent to the Contracting Party in writing, together with a layout plan of the Exhibition Area.

1.6 General Terms and Conditions of Operation

The Contracting Party shall familiarise himself with Hungexpo' effective General Terms and Conditions of Operation (hereinafter **"Operating Conditions"**) constituting part of this Contract. The Operating Conditions can be downloaded from Hungexpo's website at www.hungexpo.hu, or sent to the Contracting Party by Hungexpo by mail upon request.

2. CONTRACTING PARTIES

2.1 Contracting Party

A Contracting Party is a natural or legal person or an unincorporated body who completes and properly signs an Application Form. Only a Contracting Party may the addressee and obligor of the invoices issued by Hungexpo (e.g. of stallage and services). In the Application Form the Contracting Party shall specify the category in which it falls.

2.1.1 Exhibitor

The Exhibitor shall be present at the Exhibition on its own territory or part (hereinafter **"Exhibition Area"**) or may organise participation for others (hereinafter **"Co-exhibitors"**) who have parts within the Exhibition Area required by the Exhibitor. The data of Co-exhibitors must be indicated in the Application Form (under the heading "Co-exhibitors").

2.1.2 Organiser of a collective exhibition

Participation in the exhibition is organised by a national/provincial or federal/chamber, although it does not necessarily appear at the Exhibition with its own Exhibition Area. The data of exhibitors organised by him must be indicated in the Application Form (under the heading "Co-exhibitors").

2.1.3 Paying Organiser

The Paying Organiser does not have its own Exhibition Area but organises participation in the Exhibition for another Exhibitor or Exhibitors, and concludes contracts with the organiser of the Exhibition. The Paying Organiser specifies his data in the field entitled "Contracting Party", and the parties organise by him under the heading "Co-exhibitors" in the Application Form.

2.2 Co-exhibitor

The Co-exhibitor has no Exhibition Area or Part of its own at the Exhibition, or any contractual relation with HUNGEXPO. The Contracting Party shall specify the data of Co-exhibitors in the field entitled "Co-exhibitors" in the Application Form. The Contracting Party shall be fully responsible for the Co-exhibitor's observance of the code of conduct applicable to the Contracting Party. The Contracting Party shall pay Hungexpo the fees charged for the Co-exhibitor (e.g. stallage and service charges etc.). The Co-exhibitor may not be the addressee of any invoice.

2.3 Represented company

A body corporate or incorporate not participating in the Exhibition on an Exhibition Area of its own but represented by the Exhibitor or Co-exhibitor in business deals (hereinafter "Represented Company").

3. Occupation and alteration of the Exhibition Area

3.1 Occupation

The Exhibition Area can only be occupied and building started upon payment of advance on the Stallage and Service Fee.

3.2 Alteration

The Exhibition Area designated by HUNGEXPO cannot be arbitrarily exchanged with another exhibitor, extended by agreement with another exhibitor, transferred or sublet, and can be altered in any way only and exclusively with the written preliminary consent of HUNGEXPO.

4. Products , product groups and services

The Contracting Party shall only be entitled to display the products, product groups and services indicated in the Application Form and approved by HUNGEXPO, and advertise its Co-exhibitor and Represented Company indicated in the Application Form.

If at the first call the exhibitor fails to remove the goods that do not fit the advertised product group or a promotional tool representing a party other than the Contracting Party, its Co-exhibitor, Represented Company from the Exhibition Area, HUNGEXPO shall be entitled to have the said Exhibition Area locked at the Contracting Party's cost and risk, and claim indemnification from the latter.

5. Exhibition Catalogue

5.1 Official Catalogue

Only HUNGEXPO is entitled to publish an official catalogue of the Exhibition (hereinafter **"Catalogue"**). The official catalogue of the Exhibition shall by all means display the logo of HUNGEXPO and/or the Exhibition. All Contracting Parties who had applied for participation by the deadline shall be included in the catalogue.

5.2 Default Inclusion

The Toll includes the fee charged for the Contracting Party's inclusion in the catalogue of the Exhibition. For any and all requirements in excess of the default inclusion, HUNGEXPO will charge an inclusion fee. Instead of the Paying Organiser the exhibitor represented by him shall be entitled to be included in the catalogue, and the fee charged for such inclusion shall be paid by the Paying Organiser.

5.3 Cancellation free of charge

The services ordered in the catalogue may be cancelled free of charge up to the stop-press of the catalogue manuscript. HUNGEXPO cannot take subsequent cancellations into consideration, and the ordered services shall be invoiced.

6. Payment terms and occupation

6.1 Payment obligations of the Contracting Party

Upon application to participate in the Exhibition, he Contracting Party shall pay registration fee (hereinafter **"Registrarion Fee"**), a toll for the Exhibition Area used (hereinafter **"Toll"**) and service charge for the services used (hereinafter **"Service Charge"**).

6.2 Amount of the Registrarion Fee

The Exhibitor (cf. Section 2.1.1), the Paying Organiser (cf. Section 2.1.3) and the Collective Exhibitor (cf. section 2.1.2) shall pay 100% of the Registration Fee. In each case the Registration Fee – payable by the organiser of the Collective Exhibition for each participant organised by him (cf. Section 2.1.2) or the Co-organiser (cf. Section 2.2) – is published on the Exhibition website.

6.3 The extent of provisions:

The amount of the Toll shall be determined on the basis of the floor area and type of the Exhibition Area.

6.4 Payment terms

The fees charged as per Section 6.1 above shall be payable according to the payment terms set out in the relevant invoice (advance notice). Up to the close of the Exhibition, the Contracting Party shall fully pay all invoices issued on its name to that date and upon request provide evidence of this fact in the Registration Office of the Exhibition.

6.5 Mortgage right

If the Contracting Party fails to perform its liabilities set out in Section 6.4, HUNGEXPO may apply the legal consequences set forth in Section 1.4.6 of the Operating Conditions (mortgage right).

6.6 Late payment

If any payment due on account of this agreement is late, HUNGEXPO shall be entitled to charge late payment penalty amounting to 20% p.a.. The Contracting Party shall provide evidence of payment to the Registration Office of the Exhibition (Buildign K) before the Exhibition closes.

6.7 Bank costs

Any and all costs charged by financial institutions in the course of banking operations shall be payable by the Contracting Party and HUNGEXPO shall not be entitled to cut this claim.

6.8 VAT

As all services provided by HUNGEXPO are considered as complex, they are subject to the payment of the VAT set in the effective act on value added tax.

7. Insurance

7.1 Liability insurance

For the period of its activity performed on the territory of HUNGEXPO, the Contracting Party shall have an insurance policy valid for accidental and unexpected damages caused by its exhibitors or itself in its capacity as builder (decorator, disassembler etc.) as well as its subcontractors.

7.2 Liability Insurance Premium

The premium payable for the compulsory liability insurance (hereinafter "Insurance Premium") shall be 1% of the effective Toll set in the Application Form. In connection with this the Contracting Party shall be liable to pay the toll invoice.

The compulsory Exhibition Insurance Premium shall be invoiced and collected by HUNGEXPO in the toll invoice on commission from and to the benefit of the insurer.

7.3 Collateral

In consideration of the paid insurance premium, the Insurer shall pay - instead of the Exhibitor and/or the builder (decorator, disassembler etc.), except for the down payment - indemnification for any and all accidental and unexpected damages for which the defaulting exhibitor and/or its builders (decorators, disassemblers etc.) are responsible under the regulations of the Hungarian Civil Code. The Exhibitor shall be jointly and severally liable to indemnify HUNGEXPO or any third party for any and all damages caused by its subcontractor.

7.4 Other insurance

In addition to the liability insurance, the Exhibitors have the option to take out an insurance policy to cover the items they exhibit, their installations and other objects found on the territory of HUNGEXPO. The Exhibitor shall be liable for any and all damages arising from the lack or late conclusion of the insurance contract.

8. The provision of music

8.1 Requesting music services

The Contracting Party shall report its demand for music to the director of the Exhibition for approval no later than on the 30th day prior to the opening of the Exhibition. In attachment to this report, consent of the lessees of the neighbouring e Exhibition Areas shall also be attached. The Exhibitor is only allowed to turn its amplifier towards the internal centre of the Exhibition Area and the sound pressure may not exceed 80 dBA.

8.2 Prohibition

If the Contracting Party exceeds the volume set out in Section 8.1 above and despite joint call from the Exhibition and coordinaton staff member and the director of the Exhibition fails to stop its musical activity exceeding the above-set value, or breaches the provisions of Section 1.4.6 of the Operating Conditions, HUNGEXPO shall be entitled to terminate poer supply to the stand of the Contracting Party and shall not be liable to pay indemnification for this act.

9. Cancellation and legal consequences

9.1 Cancellation of participation

Subsequently to Contract Conclusion, the Contracting Party may validly and finally cancel its participation in the Exhibition only in writing, sent in a way that can be proved to HUNGEXPO (hereinafter **"Cancellation"**). Cancellation shall be valid and effective from the date HUNGEXPO receives the statement of cancellation. If the Contracting Party or the exhibitor organised by him fails to occupy the Exhibition Area 24 hours prior to the opening of the Exhibition, and does not report his late arrival in writing confirmed by HUNGEXPO (hereinafter **"Absence"**), this case shall also be considered as cancellation. In the case of Cancellation, HUNGEXPO shall be entitled to let the Exhibition Area marked out for the Contracting Party to another person and in this respect HUNGEXPO shall not be liable to indemnification under any title whatsoever. In the case of Cancellation, the Contracting Party shall pay penalty as set out below.

9.2 Non-Performance Penalty

In the case of Cancellation, HUNGEXPO shall consider the Registraion Fee as non-performance penalty and shall not repay it. The services covered by the Registration Fee can no longer be used, however.

If participation by the Contracting Party is cancelled after Contract Conclusion but before the 61st day prior to the opening of the Exhibition, it shall pay 50% of the Toll. Cancellation between the 60th and 31st day prior to opening shall entail 80% of the Toll, and Cancellation after the 30th day prior to opening shall be subject to the payment of 100% of the Toll as non-performance penalty to HUNGEXPO.

9.3 Cancellation of the Area

If the Contracting Party calls off 20% or more of the area it had previously ordered up to the 45th day prior to the opening of the Exhibition, it shall pay area cancellation penalty (hereinafter **"Area Cancellation Penalty"**). The Area Cancellation Penalty shall be proportionate to the size of the area called off as follows: For an area called off between the 45th and 31st day prior to opening, 80% of the Toll, and cancellation reported after the 30th day shall be subject to the payment of 100% of the Toll.

9.4 Service Charges

In the case of Absence as per Section 9.1. above, the Contracting Party shall pay the Service charges due on all the services ordered from and performed by HUNGEXPO in addition to the payment liabilities set out in Sections 9.2 and 9.3 above.

10. Complaints

In the interest of providing proof, any and all complaints by the Contracting Party in relation to the organisation, implementation and operation etc. of the Exhibition shall be reported in writing before the Exhibition is closed, and all remarks on invoicing shall be reported in writing to HUNGEXPO up to the payment deadline indicated in the invoice. HUNGEXPO cannot take complaints received after the above deadlines into consideration.

11. Force majeure

HUNGEXPO shall be entitled to cancel part or whole of the Exhibition or change the date of its organisation, its opening hours and location if an act of God takes place. Force majeure events shall include any and all unpredictable and unavoidable events which prevent or make the Exhibition impossible for reasons beyond the control of HUNGEXPO and otherwise irrespective of HUNGEXPO's actions (e.g. war, riot, civil disturbance, general strike, epidemic, natural disaster, fire, flood, earthquake or other inevitable external reasons, emergencies etc.) HUNGEXPO shall advise the Contracting Parties of any force majeure event. If the Exhibition does not take place for reasons of a force majeure event, HUNGEXPO shall not be liable to pay indemnification.

12. Governing law and the settlement of disputes

In issues not specifically regulated in this agreement, the relevant regulations of Hungarian law shall prevail.

Parties shall make efforts at the amicable settlement of any eventual disputes. Should this effort fail, the Parties submit to the exclusive jurisdiction of the Central Court of the Pest Districts or if a higher values is contested, the Court of Justice of Budapest to settle their dispute.

13. Severance

The Operating Conditions, the Application Form and any and all eventual written statements made between the Parties shall constitute inseparable parts to this agreement.